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A G R E E M E N T   B E T W E E N

THE BOARD OF TRUSTEES OF MERCER COUNTY COMMUNITY COLLEGE

A N D

THE MERCER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

LIBRARY  
Institute of Management and  
Labor Relations

1980-83

JUN 24 1981

RUTGERS UNIVERSITY

UNDER PROVISION OF THE PUBLIC LAWS OF  
1968, CHAPTER 303, AND THE PUBLIC LAWS OF  
1974, CHAPTER 123, OF THE STATE OF NEW JERSEY.

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DURATION OF THE AGREEMENT

This Agreement will become effective upon ratification by both parties and will continue in effect until June 30, 1983. Base salary increases are effective July 1, 1980, and overload rate increases are effective with the Summer 1980 session.

This Agreement is subject to the Association's right to negotiate Articles IX, X and XII for the Academic Year 1982-83. Negotiations should commence no later than October 15, 1981.

This Agreement is subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

## ARTICLE I

### RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board of Trustees of Mercer County Community College hereby recognizes the Mercer County Community College Faculty Association, Inc. as the exclusive representatives for collective negotiation in a unit of Mercer County Community College employees set forth in paragraph B hereof for the purpose of collective negotiations for terms and conditions of employment.
- B. The employees included are:
1. Full-time teaching faculty.
  2. Full-time professional personnel of the Instructional Resources and Telecommunications Divisions and Student Development Services Unit with academic rank.
- C. The employees excluded are:
1. Administrative officers and administrative staff.
  2. Part-time faculty and other part-time professional staff.
  3. Technical Assistants.
  4. Non-professional staff, craft employees and policemen.
  5. Supervisors and managerial executives including all directors, division chairpersons, deans and registrars.
  6. Professional support personnel (without faculty rank).

- D. Unless otherwise indicated, the term "Association," when used hereinafter in this Agreement, shall refer to the Mercer County Community College Faculty Association, Inc.
- E. Unless otherwise indicated, the terms "faculty" or "Professor(s)" when used hereinafter in this Agreement, shall refer to all professional academic employees represented by the Association in the negotiating unit as defined above. References to male faculty shall include female faculty. Unless otherwise indicated, the terms shall be understood to include faculty holding the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.
- F. Unless otherwise indicated, the term "Board", when used herein-after in this Agreement, shall refer to the Board of Trustees of Mercer County Community College or its agents.
- G. Unless otherwise indicated, the term "State" when used hereinafter in this Agreement, shall refer to the duly established Representatives of the State of New Jersey.
- H. Unless otherwise indicated, the term "College", when used herein-after in this Agreement, shall refer to Mercer County Community College.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement no later than 120 days prior to the Board's required budget submission date for fiscal year 1983-84.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association all pertinent personnel records, data and information relevant to negotiating a successor Agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations subject to approval by the Board and the Association.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

- E. This Agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 303, P.L. 1968, and Chapter 123, P.L. 1974.
- F. This Agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights, duties and obligations of the Board, the Faculty Association and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Agreement shall continue in effect.
- G. Either party may establish a meeting during October, during January and during April to consider matters of general interest or concern regarding this Agreement, other than grievances. Additionally, such meetings may take place at other times, if mutually agreeable. Such meetings are not to be considered contract negotiation meetings but are intended as a means of fostering good employer-employee relations. These meetings may be attended by no more than three representatives of either party.

## ARTICLE III

### RIGHTS OF THE PARTIES

- A. The Board agrees to furnish to the Association on request the monthly budget reports of the College, annual financial audits, registers of personnel who qualify as members of the Association and agenda and minutes of all Board meetings.
- B. Negotiations, grievance proceedings, conferences, or meetings between parties to the Agreement shall be mutually scheduled so as not to interfere with their normal responsibilities.
- C. Members of the Association employed by the Board may be permitted to transact official Association business on College property at reasonable times, provided there is no interference with or interruption of normal College operations and provided these activities do not interfere with their responsibilities.
- D. Rooms at the College designated as available for general meeting purposes may be used for Faculty Association meetings without charge on regularly scheduled College business days and within business hours scheduled for any particular day. Arrangements shall be made in advance with the individual responsible for allocating academic space, the student center, or the gymnasium.

Sufficient space shall be provided and such use shall not interfere with the normal function of the College and shall be used for the legitimate purpose of the Association.

- E. The Board agrees that the Association may provide in its own name (listing), and have sole financial responsibility for, a direct outside business telephone in the Association office for the placing and receiving of all off-campus telephone calls related to Association affairs. The Association agrees to provide, at its own expense all materials and supplies necessary for the conduct of the Association's affairs, except that the Board will allow use of a typewriter and spirit duplication (ditto) machine and all facsimile reproduction machines.
- F. The Association shall have the right to post bulletins and notices relevant to the employees it represents on designated Association bulletin boards adjacent to the staff dining room and in each divisional office area. These bulletin boards shall measure 3 feet by 4 feet and be for the exclusive use of the Association.
- G. The Association may use the inter-office mail facilities for official Association business providing this does not interfere with normal college operations.
- H. The Associations shall normally be notified one week in advance, in writing, of time, date and agenda of all public meetings of the Board.

- I. A representative of the Faculty Association may speak to any point on the Agenda of the Board at its regular monthly public session. If the representative wishes to speak on an issue which is not on the agenda, he may do so providing he has notified the President of the subject matter 48 hours prior to the Board meeting. Generally, the representative should limit his remarks to between five (5) and ten (10) minutes.
- J. The Board agrees to honor each properly completed and signed continuing dues deduction authorization form of the Association in accordance with Chapter 233, N.J. Public Laws of 1969 (N.J.S. 52:14-15 9e) and under similar rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to a person designated by the Faculty Association. The person designated shall disburse such monies to the appropriate Association or Associations. Copies of Chapter 233 may be obtained from the Association President. These monies shall be transmitted by the 10th of the month following their collection.
- K. The Association recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this agreement.

- L. The Association and the Board mutually recognize that strikes and other forms of work stoppages are contrary to law and public policy and inimical to the general good and welfare of the entire Mercer County College community. Therefore, the Board and the Association agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. The Association agrees that it shall not engage in, or counsel or instigate strikes or work stoppages.
- M. No restrictions or responsibilities shall be placed on faculty during the activity period (11:00 a.m. - 12:30 p.m.) which occurs on the second Thursday of any month.
- N. The Board agrees to provide the Association with a furnished office at a mutually agreed upon location for the exclusive use of the Association.

## ARTICLE IV

### THE ROLE OF THE FACULTY

The range of professional services which constitutes the faculty's role at the College is described in 3., below. Separate functions are listed for teaching, counseling and learning resources faculty members.

#### 1. Faculty Member Responsibility

- A. Faculty members accept responsibility for assigned individual workloads and related activities as determined by the annual establishment of professional objectives, described in Article VII. The Board does not expect each faculty member to perform every function each year.
- B. Faculty members are responsible for performing subject to the applicable College policies and procedures, and this Agreement.

#### 2. Board Responsibility

- A. The Board is responsible for ensuring that individual workloads and objectives are developed with full consideration of individual faculty talents, interests and professional goals, consistent with College and Divisional concerns.

B. The Board is responsible for informing faculty members of the College policies and procedures which relate to their role.

3. Faculty Role

A. Teaching Faculty

The role of the Teaching Faculty is:

1. Teaching and Advising:

- a. Presenting course content to students;
- b. Guiding student class discussions;
- c. Guiding and assisting students in laboratory, studio, field experience, clinical experience, work experience or other experiential learning activities;
- d. Evaluating student learning;
- e. Assisting students with coursework;
- f. Assisting students to make decisions regarding courses and programs of study;
- g. Performing essential preparation relative to assigned workload.

2. Instructional Support and Development:

- a. Coordinating courses of instruction;
  - i. managing learning systems;
  - ii. coordinating and/or supervising the instructional efforts of others.

- b. Designing, evaluating and improving courses of instruction, including:
  - i. course objectives;
  - ii. instructional strategies/modes/techniques;
  - iii. methods/systems for evaluating student learning.
- c. Coordinating programs of study:
  - i. coordinating advisement;
  - ii. performing liaison with outside agencies.
- d. Designing, evaluating and improving programs of study.

3. Other Contributions:

- a. Participating in College governance and operations through departmental or committee work, and the like;
- b. Advising extra-curricular student groups or activities;
- c. Representing the College in professional or community activities, student recruiting, and the like;
- d. Otherwise voluntarily contributing to the College or to the community as an identified member of the College Faculty;
- e. Developing individual ability for successful performance.

B. Counseling Faculty

The role of the Counseling Faculty is:

1. Counseling

- a. Personal counseling of students, including referral to other specialists or offices when appropriate;
- b. Counseling of students regarding college transfer;
- c. Counseling of students regarding career choice and preparation for job interviews;
- d. Counseling of students regarding academic problems and educational goals;
- e. Providing students with assistance related to college functioning;
- f. Participating in special programs and services of the Student Development Services unit.
- g. Maintaining records of counseling contacts.

2. Counseling Services Development:

- a. Developing counseling objectives for students in the assigned caseload;
- b. Developing strategies/modes/techniques for the achievement of counseling objectives;
- c. Developing methods for evaluating counseling processes;
- d. Maintaining liaison with divisions from which one's caseload is drawn.

3. Other Contributions:

- a. Participating in College governance and operations through departmental or committee work, and the like;

- b. Advising extra-curricular student groups or activities;
- c. Representing the College in professional or community activities and the like;
- d. Otherwise voluntarily contributing to the College or to the community as an identified member of the College Faculty;
- e. Developing individual ability for successful performance.

C. Learning Resources Faculty

The role of the Learning Resources Faculty is:

- 1. Operation of Learning Resources Systems:
  - a. Performing system operation tasks such as circulation, cataloging, requisitioning and the like;
  - b. Supervising aides;
  - c. Maintaining records and preparing reports regarding system operation;
  - d. Assisting users.
- 2. Learning Resources Services Development:
  - a. Developing system objectives;
  - b. Developing operational strategies/modes/techniques;
  - c. Developing methods for evaluating achievements of objectives;
  - d. Maintaining liaison with instructional departments and teaching faculty members;

- e. Consulting with teaching faculty members with respect to learning resource utilization in instruction;
- f. Assisting teaching faculty members regarding learning resource system use and operation.

3. Other Contributions

- a. Participating in College governance and operations through departmental or committee work, and the like;
- b. Advising extra-curricular student groups or activities;
- c. Representing the College in professional or community activities, and the like;
- d. Otherwise voluntarily contributing to the College or to the community as an identified member of the College Faculty;
- e. Developing individual ability for successful performance.

4. Faculty Authority and Responsibility

The following are principles and procedures in four areas wherein substantial overlap exists between legitimate individual teaching faculty professional concerns and College administrative concerns. The Board recognizes the right of professional faculty members to make the professional judgements necessary to fulfill their roles. The Association recognizes the Board's responsibility to establish and implement the philosophy mission, goals and objectives of the College. Each party recognizes its responsibility to focus on student needs.

A. Course Outlines

Faculty members are authorized and encouraged to make professional academic decisions regarding learning objectives and subject matter content for approved courses of instruction, subject to departmental review. Course outlines shall be prepared according to format guidelines specified by the Board. General learning objectives and general subject matter content for courses are subject to review through normal College procedures.

B. Selection of Instructional Mode

The Board recognizes its responsibility to solicit and fully consider departmental and individual faculty recommendations regarding course instructional modes and class sizes. Within the guidelines determined by the Board, faculty members are authorized and encouraged to exercise professional academic judgement in the detailed determination of the instructional techniques appropriate for the achievement of course objectives. In any case wherein, in the faculty member's judgement, these guidelines provide a serious impediment to the achievement of course objectives, he is responsible for providing a detailed explanation and recommended alternatives to the Division Chairperson. The Board and the Faculty recognize a mutual responsibility to evaluate instructional modes and to be willing to adjust accordingly.

C. Selection of Instructional Materials

Faculty members are authorized and encouraged to make professional academic decisions regarding instructional materials and textbooks selected for courses. Those faculty members who are regularly assigned to the majority of sections of a particular course will constitute a committee to select instructional materials and textbooks for the course. Generally, a single set will be used. However, more than one set of instructional materials or text(s) may be chosen for a particular course for pedagogical reasons. Faculty members are responsible for the impact of their decisions upon students and the College. The Board reserves the right to review decisions concerning instructional materials. In cases where those decisions explicitly conflict with College philosophy, goals, objectives, economic priorities or documented understandings regarding the use of costly reusable materials, the Board may require alternatives. Whenever possible, such situations will be resolved via informal means. Faculty members have the right to use their own publications and individually-prepared materials, subject to the above.

D. Grading of Students

Faculty members are authorized and encouraged to exercise professional academic judgement to assign student grades, to determine methods for evaluation of students, and to specify detailed grading procedures and criteria for use by Technical Assistants in appropriate situations. Grades shall be established in accordance with established College standards and traditional academic prerogatives, and are subject to review and appeal through established College procedures. Faculty members are responsible for documenting student grading in a grade book, in an intelligible manner. The faculty member's official grade book, or a clear and complete copy which shall then be considered official, shall be submitted to the Division Chairperson within one week after final grades are required to be submitted to the Office of Registration and Student Records.

ARTICLE V

ACADEMIC RANK

A. Minimum Eligibility Requirements for Academic Rank

<u>Rank</u>	<u>Academic</u> <sup>6</sup>	<u>Experience</u> <sup>2</sup>
Instructor	Master's Degree	None Required
<u>OR</u>		
	Equivalent in <sup>3</sup> Special Fields	
<u>OR</u>		
Assistant Professor	Master's Degree, plus 15 graduate credit (post masters) in course work related to his position or toward a Doctorate, or equivalent	4 years of full-time college teaching* or equivalent experience
<u>OR</u>		
	Doctorate	None required
<u>OR</u>		
	9 years of service to MCCC at the rank of Instructor	
Associate Professor	Master's Degree, plus either 30 credits in a doctoral program, a second Master's degree, or licensure as a P.E., R.A., C.P.A., or license to practice law.	7 years of full-time college teaching* or equivalent experience
<u>OR</u>		
	Doctorate	4 years of full-time college teaching* or equivalent experience
<u>OR</u>		
	9 years of service to MCCC at the rank of Assistant Professor	

Professor	Doctorate <sup>5</sup>	8 years of full-time college teaching* or equivalent experience
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OR

9 years of service to MCCC at the rank of Associate Professor

B. Explanatory Notes

<sup>1</sup> At least three years of full-time college teaching are required for ranks above Assistant Professor.

<sup>2</sup> Two years of full-time high school teaching or business experience directly related to courses to be taught may be equated to one year of college teaching.

<sup>3</sup> A bachelor's degree and/or two years of relevant business or field experience may be an acceptable substitute in certain specialized fields, at the discretion of the College. This is above and beyond the experience requirements.

<sup>4</sup> Two or more years of relevant business or industrial experience above and beyond that required to meet experience requirements may be considered equivalent to the 15 credits at the discretion of the College.

<sup>5</sup> The doctorate may be waived by the Board of Trustees only on the recommendation of the President, in specialized fields where advanced graduate work may be unusual, or typically not available. Recognized achievement in certain fields may be an acceptable alternative. Degrees such as Sc.D., M.D., D.D.S., etc., may be acceptable, if related to the work at the College. A license as a professional engineer, registered architect, or a certified public accountant may be acceptable, if it is accompanied by significant research achievement and publications or production comparable to the publishing of a doctoral thesis.

<sup>6</sup> Academic preparation shall be related to the faculty member's responsibility to the College as indicated in this employment contract and as determined by the chairperson and dean.

<sup>7</sup> Librarians and counselors shall be assigned academic rank and shall be eligible for promotion.

\*"Teaching" as used in this Article embraces library service for librarians and counseling service for counselors.

ARTICLE VI

INDIVIDUAL FACULTY CONTRACTS

- A. Appointments and reappointments are normally limited to one academic year as defined in Article XII until the faculty member attains tenure. An initial appointment may be made for a period of two years under exceptional circumstances.
- B. When a prospective employee is offered a position via an individual contract, he shall be provided with a copy of this Agreement. The individual contract shall include:
  1. The duration for which the appointment is effective.
  2. The specific salary.
  3. The name of the College.
  4. Academic rank.
  5. Academic Division or other organization unit.
  6. Special provisions.
- C. Upon signing and returning the contract, the faculty member is committing himself to employment at the College in accordance with the terms of the contract. In the event any faculty member is not certain that he will be able to perform in accordance with the provisions of the contract, he should discuss his situation in detail with the appropriate division chairperson or director, the appropriate dean, and the faculty association prior to signing an amended contract if such is agreeable to the Board.

- D. Notice of non-reappointment shall be given in writing not later than April 15 to first-year faculty members hired after November 1, not later than March 15 for other faculty members in their first year of service and those in their second year of service, not later than February 15 for those in their third year of service, and not later than January 15 for those in their fourth and fifth years.
- E. Under extraordinary circumstances, it may become necessary to hire a full-time faculty member for less than a full academic or fiscal year. In such cases, compensation will be prorated according to an annual salary rate from the date duties commence to the end of the individual contract. He shall be accorded all privileges of a full-time faculty member.
- F. Except under extraordinary circumstances, faculty members shall give the Board at least thirty (30) days notice prior to the effective date of their resignation.
- G. Reduction in Tenured Staff  
Whenever it is absolutely necessary to decrease the number of tenured faculty because of insufficient funds or a decrease in student population, the Board may place the necessary number of tenured faculty members on lay-off status without pay. If a reduction in force is being considered, the Board shall notify and consult with the Association explaining relevant facts and rationale

- c. No tenured faculty member shall be subject to lay-off while any person is teaching in the area on an adjunct or overload basis.
- d. Faculty members are exempt from lay-off regardless of seniority if no other qualified member would remain to fill the position and, as a result, a program of instruction or essential courses would have to be eliminated.
- e. No tenured faculty member placed on such a lay-off shall be precluded from securing other employment during the period of such a separation.
- f. No new appointments shall be made while there are available persons who are laid-off and qualified to fill the position.
- g. Such a lay-off shall not result in the loss of status, rank, or credit for years of service attained prior to the lay-off. Salary shall be at least the same as it would have been when lay-off status commenced.
- h. For any person placed on such a lay-off, the Board shall continue to contribute its share toward health benefits as provided for within the regulations of the applicable health benefits program.

as soon as is practicable but not later than January 10th before the proposed reduction is to take place. Specifically, this consultation shall include a review of the seniority list as defined below, and of the list of individuals to be affected by the proposed reduction. Faculty who will be placed on such lay-off shall be notified on or before February 1st.

Any reduction in tenured staff shall be carried out within divisions or areas in inverse order of seniority according to the following standards and conditions:

- a. The Board will maintain a faculty seniority list, which will be available to the Association upon request. Length of full-time service at the College shall determine the order of placement on the seniority list for all tenured faculty. In case of tenured faculty members with identical seniority, academic rank shall prevail. In case of tenured faculty members having identical seniority and academic rank, seniority in rank shall prevail. In the event that more than one person still occupies the same position on the seniority list, then in the presence of an Association Representative, the names shall be drawn at random to determine position on the seniority list.
  
- b. No tenured faculty member with appropriate qualifications shall be subject to lay-off before non-tenured faculty members are released.

i. Recall

Faculty members placed on lay-off status shall be recalled in order of seniority according to the needs of the College as related to demands within specific areas. Faculty members on lay-off status are entitled to re-employment rights as follows:

1. If a position exists within the College for which the faculty member is qualified, the individual shall be notified by certified mail. Within ten (10) days from the receipt of the written offer to return to employment, the individual shall accept the position by replying in writing or he shall forfeit all rights to re-employment. If an individual accepts the postion he is offered, he shall have thirty (30) days from the notification date to return to work or until the beginning of the semester so designated, whichever is later.
2. Faculty on lay-off status and the Association shall be notified by certified mail on or before April 1 of their status for possible recall for the next academic year. Faculty members on lay-off status are entitled to remain subject to recall for a period of three (3) years from the effective date of lay-off. The faculty member shall notify the President, in writing by April 15 of his intent to remain subject to recall or he shall forfeit all rights to re-employment.
3. It shall be the faculty member's responsibility to maintain a current address with the Personnel Office. If the individual cannot be contacted because of failure to leave a current address, the Board is relieved of its responsibility to the individual and he shall forfeit all rights to re-employment.
4. Faculty members on lay-off status will be given preference for available part-time assignments for which they are qualified. Special consideration will be given to unemployed faculty members.

- H. The Board retains all rights provided by law and not restricted by other provisions of this contract regarding the annual reappointment of non-tenured faculty. However, non-tenured faculty members who are not reappointed will upon request be considered candidates for future positions.

## ARTICLE VII

### EVALUATION

#### A. Division Personnel Committee

1. Each academic division or other unit or department which contains faculty members shall have a Division Personnel Committee (DPC) which shall evaluate faculty members and make recommendations with respect to promotion and retention. Committees applicable to divisions or units in which not all faculty members are directly supervised by a Division Chairperson shall be determined not later than May 10 for the following year by the President, in consultation with the Association.
2. The Division Personnel Committee consists of the Division Chairperson (or appropriate unit head) and one tenured faculty member for every four (or portion thereof) faculty members assigned to the division or unit. Members of the DPC shall be elected during a division meeting in May of each year. The elected member's term of office shall be one year. The Division Chairperson shall serve as Chairperson of the DPC.
3. If a Division does not contain enough tenured faculty members to fill its DPC, the Dean shall appoint the necessary number of tenured faculty members from other divisions, after consultation with the President of the Association.

4. A resignation of a member of this Committee during the academic year necessitates a new election within ten (10) days of the written acceptance of that resignation by the Chairperson. If a vacancy occurs after May 30, a replacement shall be elected within (10) days of the beginning of classes in the Fall semester.

B. Evaluation Criteria

1. Faculty members shall be evaluated in accordance with their objectives and assigned workload during the evaluation period.
2. The private and personal life of a faculty member is not within the appropriate concern or attention of the DPC or the Board.

C. Evaluation Procedure

1. Self-Evaluation

Each Spring, the President, full Deans and six elected faculty members will meet to discuss College priorities and objectives for the coming academic year. The final list of College-Wide Objectives for the year will be distributed to all faculty members upon its completion. Prior to the end of September of each academic year, each division or appropriate unit (under the leadership of its Chairperson or unit head) will complete a list of its objectives for the year. By October 15 of each academic year (June 15 for twelve-month faculty

members), each faculty member shall submit for Chairperson review a proposed list of professional objectives for the year, together with an outline of plans to accomplish these objectives. These objectives should reflect full consideration of:

- a. the role of the faculty (Article IV),
- b. the division or unit's objectives for the year,
- c. individual interests and capabilities,
- d. current and anticipated workload assignments.

If the faculty member and the chairperson cannot agree on a list of objectives, the appropriate dean shall review the differences and render a final decision, after consultation with the appropriate DPC. Objectives and plans are subject to periodic review, and modification by mutual agreement between the faculty member and the chairperson, during the academic year.

Within one week after the submission date for Spring semester final grades, the faculty member shall submit to the chairperson a written evaluation of his performance in view of his objectives for the year. The self-evaluation document should be complete and comprehensive, and should attempt to bring to the attention of the College areas of concern, both positive and negative, that may be of future value to the College, the division or unit and/or the individual.

Any faculty member may submit a preliminary self-evaluation at any time during the academic year, for consideration during review of his candidacy for promotion or retention.

2. Visits

a. Definitions

Formal evaluation visits shall be defined as follows:

1. Teaching Faculty

A visit consists of attendance by one or more evaluators (as described below) for the purpose of observing a teaching faculty member in the conduct of a specific portion of his assigned responsibilities. Usually, this consists of attendance at a single meeting of a class, either in a lecture, classroom, seminar, laboratory or studio format.

Alternatively, if the faculty member has a significant workload responsibility for some other operational function, a visit may consist of observation of the performance of that function. Examples include the supervision of clinical or field experience, work on a major instructional development project, management of a complex learning system, or other assignments for which instructional workload reductions are authorized. Formal observation of such functions shall be conducted either by a sequence of individual evaluators during one day or two half-days within a week, or simultaneously by more than one evaluator during one half-day.

ii. Counseling Faculty

A visit consists of a series of individual observations by evaluators (as described below) of a counselor in the normal pursuit of his assigned counseling responsibilities. Each formal visit may contain up to four individual observations which may occur in either one day or two half-days within a week.

A visit shall be suspended if the student being counseled expresses a desire that the session be private. The counselor may without prejudice give the student such an opportunity if the counselor deems that the sensitivity of the session warrants it. The visit will either be resumed at the completion of that session or be rescheduled by the evaluator.

iii. Learning Resources Faculty

A visit consists of a series of individual observations by evaluators (as described below) of a faculty member in the normal pursuit of his assigned responsibilities. Each formal visit may contain up to four individual observations which may occur in either one day or two half-days within a week.

b. Non-Tenured Faculty

- i. A non-tenured faculty member shall be visited in a teaching/counseling/library situation twice each year.

ii. One visit shall be conducted by up to three (3) members of the Division Personnel Committee and the second visit by the Chairperson and/or Dean. A third visit may occur by a second chairperson, if the faculty member is also performing services in that chairperson's department.

iii. The faculty member may request and receive additional visits, and may request additional Division Personnel Committee evaluators to be present during any visit.

c. Tenured Faculty

i. Each tenured faculty member shall be visited in a teaching/counseling/library situation on a schedule to be determined by the DPC. There shall be one visit every third year by the Division Chairperson and one faculty member of the DPC. However, additional visits shall be conducted as considered appropriate by the DPC in order to assure completeness and fairness in completing its evaluation and recommendation responsibilities.

ii. The faculty member may request and receive additional visits, and may request additional DPC evaluators to be present during any visit.

d. Visit Report

Within five (5) working days following each visit, the faculty member will be given a copy of a completed visit report. Within five (5) working days of receiving the report, he shall have the opportunity to discuss and respond to the results of the visit with the person who prepared the report. Within five (5) working days of this discussion, copies of the final report shall be given to the faculty member and to the Personnel Office for placement into his personnel file.

e. Advance Notice

Visits may occur at any time during the academic year. The faculty member shall know of the visit at least twenty-four (24) hours in advance. Should the pending visit be scheduled when an examination or other activity not conducive to effective evaluation is taking place, it shall be rescheduled.

3. Student Evaluation

Students who are served by the faculty member shall be given the opportunity to comment upon the faculty member's performance and effectiveness. This opportunity shall exist in three forms:

a. Unofficial Student Feedback

Each faculty member shall request evaluation from students at least once each semester. This request shall use any form which the faculty member desires. The results of this evaluation shall be unofficial and shall be administered and received by the faculty member for his own use.

b. Official Student Evaluation at Faculty Member's Request

If a faculty member wishes to have student evaluation included as part of his formal evaluation during a given academic year, he may request the Division Personnel Committee to administer a student evaluation. The DPC will determine which student evaluation forms are to be used and which students will be asked to participate. The DPC shall prepare a summary report based upon the results of the student evaluation. A copy of this summary report shall be given to the faculty member and the original shall be forwarded to his personnel file.

c. Official Student Evaluation at DPC Request

At its discretion, the DPC may require student evaluation of a given faculty member. The procedure described in (b) above shall apply.

4. Summary Evaluation

a. Evaluation is a continuous process which extends throughout the academic year; however, a faculty member must be apprised periodically of his performance and given an opportunity to respond to his evaluators. Each year, the Division Chairperson shall prepare a summary evaluation including suggestions for improvement of each faculty member, following the procedure below. The Chairperson shall consider all available information.

b. Procedure

- i. At least one (1) month prior to the appropriate date below, the Chairperson shall distribute draft copies of the summary evaluation to the members of the DPC.
- ii. The Chairperson shall meet with the DPC to solicit their comments and suggestions for modifications. The resulting summary evaluation shall then be prepared for formal reaction by the DPC.
- iii. Each DPC member must either sign the Chairperson's copy of the evaluation to signify agreement, or write a commentary which specifically addresses his agreements or disagreements with all or parts of the evaluation.
- iv. The Chairperson shall then give a copy of the summary evaluation and any commentaries to the faculty member.
- v. The Chairperson shall then meet with the faculty member to discuss the evaluation and commentaries. If the Chairperson elects to modify the evaluation, the DPC shall be given the opportunity to modify its commentaries.

vi. The final evaluation and commentaries shall be forwarded to the faculty member and his personnel file at least five (5) working days prior to the appropriate date below. The faculty member may respond in writing to the summary evaluation and to the commentaries on or before that date.

vii. The correct order of filing the summary evaluation documents in the personnel file shall be: faculty member's response, summary evaluation, DPC commentaries. These shall be affixed together.

viii. If a faculty member of the DPC fails to submit or modify a commentary or to sign the summary evaluation as specified above, this will be considered agreement with the summary evaluation.

c. Summary evaluations shall be completed in accordance with the schedule indicated below:

i. December 15 for all probationary faculty members in their fourth and fifth years of service.

ii. January 15 for all probationary faculty members in their third year of employment.

- iii. February 15 for all probationary faculty members in their second year of employment and those in their first year of employment who were hired on or before November 1.
- iv. March 15 for all probationary faculty members in their first year of employment who were hired after November 1, but prior to the spring semester.
- v. May 1 for all probationary faculty members who were employed initially after the start of the spring semester of that year.
- vi. By the end of the academic year for tenured faculty members.

D. Evaluation Forms

1. Self-Evaluation

Self-evaluation is based upon a faculty member's objectives. No official form is required.

2. Visits and Summary Evaluation

All evaluation forms for visits and summary evaluations shall be subject to mutual development and approval by the Board and the Association. The forms in use as of Spring 1980 shall continue to be official until such time as replacement

forms are developed and approved by the President of the College and the President of the Faculty Association. Such new forms shall then continue in use until further replacement forms are developed and approved in the same fashion.

3. Student Evaluations

No restrictions apply to student evaluation forms. The Board will attempt to provide faculty members with a choice of evaluation forms for use in unofficial student evaluations. The DPC is free to determine which student evalution form shall be used in any official student evaluation.

E. DPC Recommendations

1. Promotion

Promotion recommendations are described in Article VIII.

2. Retention

Retention recommendations shall be prepared by the DPC and forwarded to the appropriate Dean not later than the applicable summary evaluation deadline as specified above.

## ARTICLE VIII

### PROMOTION IN ACADEMIC RANK

#### A. Academic Rank

Academic rank is a means of recognizing the accomplishments of faculty members. Promotion is not automatically attained through length of service or the accumulation of degrees and credits but must be earned through outstanding service to the College. The judgement of the relative merit of candidates for promotion must be guided by certain criteria: (1) quality of teaching, librarianship or counseling, etc.--teaching must not be regarded as confined to the classroom, it extends to advisement, formal and informal; (2) contribution to the Division and to the College; (3) professional growth. A faculty member may be considered for promotion during or after his third year of service and must have the minimum background and experience required for the academic rank for which he is a candidate. If a promotion is granted, it becomes effective in the current summer session.

#### B. Division Personnel Committee Recommendation

1. By February 1 of each year, each DPC shall review the personnel records of all faculty members in the department to determine eligibility for promotion.

2. This Committee shall evaluate the members of the division, and make formal recommendations for promoting by majority vote of the whole committee, when the committee consists of three or more people. In the event of a tie vote, the College Personnel Committee shall consider the candidate. The committee's recommendation shall be forwarded to the College Personnel Committee by March 1.
3. A member of the Division Personnel Committee shall not participate in judgement of his own or relative's possible promotion.
4. The recommendation shall include a priority order by rank if more than one faculty member is being recommended for promotion to a given rank.
5. The Division Chairperson shall inform all departmental faculty as to those individuals who have been judged eligible for promotion and those who have been recommended for promotion by the DPC.
6. The individual faculty member is responsible for insuring that his personnel file includes all pertinent documents that may have a bearing on his promotion.

C. Other Recommendations

Deans or Division Chairpersons are free to prepare written recommendations (positive or negative) on all candidates recommended for promotion by the Division Personnel Committee. The Deans or President are free to recommend individuals for promotion who have not be considered or recommended at the division level.

D. College Personnel Committee

1. Membership shall consist of nine persons: A Dean (Chairperson of the Committee) and three Administrators appointed by the President; five tenured faculty members elected by the Faculty of which number at least three must hold the rank of associate or full professor. Two may hold the rank of assistant professor.
2. The Committee shall verify eligibility for promotion prior to considering any individual's candidacy.
3. The Committee members will vote individually for each eligible candidate and a majority vote of the entire Committee will constitute a recommendation.
4. Individuals being considered for promotion shall be offered the opportunity to appear before the Committee.

5. The Committee shall prepare a list of those recommended for promotion and include a priority listing where more than one individual is being recommended for promotion to a given rank.
6. The Committee's recommendations shall be forwarded to the President, and the CPC Chairperson shall inform each individual who had been recommended by his DPC as to whether or not the CPC has recommended him for promotion, by April 15.

E. Presidential and Board Action

The President shall review the College Personnel Committee recommendations and confer with the Committee prior to forwarding his recommendations to the Board. The President shall also confer individually with all individuals who have been recommended for promotion by the College Personnel Committee. The decision of the Board, which shall occur no later than its June meeting, shall be final.

ARTICLE IX

SALARY

A. Salary Ranges - 10 Month Faculty

	1980-1981		1981-1982	
	Min.	Max.	Min.	Max.
Instructor	11,750	19,447	12,500	21,100
Assistant Professor	13,350	23,358	14,200	25,343
Associate Professor	15,750	27,918	16,700	30,291
Professor	18,050	31,661	19,100	34,352

B. Salary Ranges - 12 Month Faculty

115% of those applied to 10 Month Faculty.

C. Salary Increases

1. For the Academic Year 1980-81, individual faculty members in the several ranks, employed for the Academic Year 1979-80 will receive an amount equal to their 1979-80 base salaries plus a salary increase of 9%. However, such increase shall not exceed the maximum for the range indicated in A above.
  
2. For the Academic Year 1981-82, the individual faculty members in the several ranks, employed for 1980-81 will receive an amount equal to their 1980-81 base salaries plus a salary increase of 8.5%. However, such increases shall not exceed the maximum for the range as indicated in A above.

- D. Compensation for overload and summer teaching will be based on semester contact hours. Effective with the Summer 1980 session, applicable pay rates shall be \$350 per semester contact hour for all ranks. Effective with the Summer 1981 session, applicable pay rates shall be \$360 per semester contact hour for all ranks.
- E. Compensation for teaching in special non-credit training and community service programs which are directly related to the faculty member's discipline will be an appropriate hourly rate based on "D" above. Compensation for voluntarily teaching in avocational or general-interest non-credit programs will be subject to prior individual agreement with the responsible office.
- F. Teaching faculty members shall receive forty (\$40) dollars per semester contact hour in addition to their normal compensation for all semester contact hours which they physically conduct within correctional institutions inside Mercer County (including Yardville). For all semester contact hours physically conducted in out-of-county correctional institutions, workload shall be computed at the rate of one-and-one-quarter (1½) semester contact hours per semester contact hour taught. Counselors shall receive up to three hundred (\$300) dollars per semester in addition to their normal compensation. This three hundred (\$300) dollars shall be prorated in keeping with that proportion of his normal work week a counselor spends within a correctional institution (i.e., 50% of work week within correctional institutions will result in an additional one hundred fifty (\$150) dollars).

- G. A faculty member promoted to a higher rank shall receive the salary increase appropriate to the new rank. If this increase does not bring his salary to the minimum for the new rank, his salary shall be placed at the minimum for the rank. During 1980-81, he shall receive in addition an increase of five hundred twenty five (\$525) dollars. For 1981-82, faculty members promoted to a higher rank shall receive an additional increase of six hundred (\$600) dollars.
- H. Faculty members employed after January 1, in any academic year will receive only fifty percent (50%) of the increase for that academic year. However, upon recommendation of the President, they may receive the full increase.
- I. The Board reserves the right, at the recommendation of the President, to grant individual faculty members increases which exceed those indicated above providing these increases do not cause the faculty member's salary to exceed the maximum for his rank.
- J. The increase indicated above will be granted only upon evaluation of satisfactory service.
- K. In the event an instructor accepts an assignment which affects the number of contact hours or student contact hours, it shall be at his discretion to select which course and/or section shall be used for purposes of computing overload.

- L. No faculty member shall be required to assume all or part of another faculty member's workload without full compensation. Such compensation shall be computed at the overload rate.
- M. Faculty members performing nonteaching duties on an overload basis (extended contract) shall be compensated on a pro-rated basis (10% for 20 working days of service). If this service is performed after commencement, the salary base shall be the one in effect the following September.
- N. Faculty members who have completed five (5) years of continuous service will have two hundred (\$200) dollars added to their gross payment commencing with the first day of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates shall have added to their gross annual pay an additional two hundred (\$200) dollars. Any such payment shall not be restricted by the maximum in the salary range and shall be included for pension purposes.
- O. Faculty members who received one or more promotions between the period of July 1, 1975, through June 30, 1980, inclusive shall receive an additional one hundred twenty five (\$125) dollars added to their base salary effective with the 1980-81 fiscal year.

## ARTICLE X

### FRINGE BENEFITS AND INSURANCE

#### A. Pensions

Retirement plans for all full-time faculty are provided by law in the following manner:

1. All newly-appointed faculty with academic rank must, if they are not members of the Public Employees Retirement System (PERS) or Teachers' Pension and Annuity Fund (TPAF) under statute, enroll in the Alternate Benefit Program (ABP).
2. All newly-appointed faculty who are enrolled in TPAF when employed, have an option to transfer to PERS or to participate in ABP. Under no circumstances may any new faculty member continue membership in TPAF unless the new faculty member is transferring existing membership from one New Jersey county college to another.
3. All newly-appointed faculty with academic rank, who are active members of PERS when appointed have an option to remain in PERS or to participate in ABP.

B. Insurance

1. All faculty participating in Alternate Benefit Program, PERS and TPAF pension plans shall be entitled to life insurance benefits in accordance with the respective ABP, TPAF, and PERS plans.
2. The faculty shall have the opportunity to enroll in the Public School Employee's Health Benefit Act of the State of New Jersey, which will cover those faculty members and their dependents in accordance with the statutes and regulations adopted by the State Health Benefits Commission.
3. The Board will pay the premium for full coverage for the faculty member and his eligible dependents under the basic Blue Cross/Blue Shield Rider J programs provided through the N.J. State Helath Benefits Program. The Board will also pay the premiums for Major Medical coverage for both the faculty member and his eligible dependents who are covered under the basic Blue Cross/Blue Shield plan.
4. Life insurance coverage under ABP, TPAF and PERS will be continued for a one year period if an unpaid leave is granted to fulfill the residency requirement for an advanced degree or for maternity. This insurance coverage is continued for a two year period if an unpaid leave is granted for illness.

C. Dental Insurance Plan

The Board and the Faculty Association will cooperate to continue a Dental Care Program. The Program shall be administered by the Board and shall provide benefits to eligible unit employees and their eligible dependents.

Participation in the Program and selection of coverage shall be voluntary. The Board contribution for each employee shall not exceed \$190 per year for fiscal years 1980-81 and 1981-82, with any balance of premium for coverage selected to be paid by the employee.

D. Tuition Remission

Faculty members, their spouses and dependent children may attend Mercer County Community College courses for credit without payment of tuition and fees. However, these individuals are responsible for extraordinary fees (flight training, etc.) as paid by other students enrolled at the College. Faculty members, their spouses and dependent children shall be subject to the same rules and regulations as regular students of the College.

Dependent children shall be those defined by the Internal Revenue Code of the United States.

E. Prescription Drug Program

The Board will provide faculty members with a \$1.00 co-payment Prescription Drug Program (exclusive of contraceptives) in conjunction with Blue Cross/Blue Shield and the New Jersey Health Benefits Program. Effective July 1, 1981, the Program will convert to a \$2.00 co-payment.

F. Sick Leave Pay Upon Retirement

Possible provisions for partial reimbursement for accumulated sick leave upon retirement will be discussed in conjunction with negotiation of revisions to this Article for 1982-83.

ARTICLE XI

FACULTY FACILITIES

- A. An attempt will be made to continue to provide two-person offices for teaching faculty members housed in college buildings. Counselors will have one-person offices.
- B. An attempt will be made to continue to provide a telephone for each faculty member in his office. However, in no case shall there be fewer than one telephone per faculty office.
- C. Staff lounges will be provided in the LA, MS, BS, ET, AD AND LB buildings.
- D. Conference rooms will be provided in major academic buildings.
- E. Parking at the main campus shall be provided at no cost for faculty members. Free access will be provided to both East and West staff parking lots. In the event that this policy of free access proves unworkable, the problem shall be resolved according to the provisions of Article II, Section G. In addition, the Board will provide free parking space at all other locations at which instruction takes place on a regular basis.
- F. A staff dining room will be maintained on the main campus.

ARTICLE XII

FACULTY WORKLOAD

A. The academic year (ten months) begins on the fourth Monday in August and extends through commencement exercises. During the academic year, faculty members shall not be required to provide services for more than one hundred seventy-five (175) days scheduled within not more than thirty-seven (37) different calendar weeks. Periods that faculty members are not required to provide services shall include official college holidays and scheduled Spring and Christmas recesses and at least the first five (5) weekdays after the New Year's Day holiday except for the following two restrictions:

1. If it is necessary to staff various areas (Library, Counseling, etc.) during periods other than those allowed above, the faculty member so required shall, at his option, receive prorated pay or compensatory time.
2. If it is necessary to schedule Fall classes or final examinations in early January, faculty members thereby affected shall receive compensatory time scheduled with the approval of the Division Chairperson.

Twelve month faculty members shall work the same work year as ten month faculty members plus the entire period between work years exclusive of College holidays, and shall be entitled to 20

vacation days during each year. Vacation days shall accumulate at the rate of five (5) days every three (3) months of continuous employment. Vacation leave must be taken within two years of its accrual or it is forfeited. In addition, twelve-month faculty members shall be entitled to as many additional days as are necessary to comprise a total of fifteen (15) days when considered in combination with the early January weekdays described above.

Consistent with the provisions of Article VII, Section C, each teaching faculty member shall participate in individual, divisional or College-wide activities relating to professional objectives or development during the work year when classes are not in session.

Each ten-month faculty member may, subject to the approval of the Division Chairperson, begin the academic year one week early in exchange for compensatory time during the year.

B. Formal semester contact instructional hours constituting normal load for teaching faculty members are as indicated below for the ten month academic year:

1. All theory, lecture, seminar, recitation and/or classroom instruction: 15 hours per semester (30 hours for the academic year), unless the individual is responsible for a

minimum number of student contact hours within 13 or less semester contact hours as indicated below:

Semester contact hours	9	10	11	12	13
Student contact hours*	900	800	700	600	550

\*Based upon official enrollments at the close of registration, counting largest enrollment sections first, and adjusted upwardly if necessary at the close of late registration.

2. All laboratory or certain non-laboratory classes such as shop, studio, clinic, or a combination of these with theory, lecture, seminar, recitation and/or classroom instruction: 18 hours per semester (36 hours for the academic year), unless 13 or less semester contact hours as indicated above.

Should a faculty member be assigned 18 hours of combination lecture and laboratory instruction, of which 15 or more are classroom hours, 15 of the classroom hours will constitute his normal load and the balance of the instruction becomes overload.

- C. Twelve-month faculty members shall have a maximum of six semester contact hours of normal workload during the summer, in addition to the above workload for the balance of the year.

- D. If no reduced workload is attained by the table in B above, each hour of large group instruction (95 or more students) shall be considered as one and one-half hours in calculating normal load.
- E. Semester contact hours shall include any regularly scheduled instructional activity (laboratory, classroom, lecture, shop, studio, learning, lab., etc.).

Semester hour equivalents for selected non-traditional instruction assignments shall be as follows:

1. Small Group Instruction - 1 semester contact hour per 15 student contact hours.
2. Independent Study - 1 semester contact hour per 28 student credit hours.
3. Cooperative Education/Field Experience Supervision - 1 semester contact hour per 20 student work days.
4. Allied Health (other than Nursing) Clinical Supervision - 1 semester contact hour per 10 student work days.
5. TV - Seminar Systems - 1 semester contact hour per 50 student credits, through 300 student credits, then 1 semester contact hour per 75 student credits thereafter.

For each of the above, fractional proration of hours will occur as required (e.g. for SGI: 21 student contact hours = 1.4 semester contact hours).

- F. Teaching faculty members will schedule (exclusive of activity periods) five (5) student conference office hours per week, distributed so as to make them available to the maximum number of students.

Faculty members teaching in the summer session and overloads during the academic year will be available for student consultations via additional office hours, normally contiguous with teaching hours.

- G. A faculty member assigned a full load shall carry full academic rank and benefits for full load. No faculty member shall be assigned a full teaching load compensated on the basis of a part-time salary schedule.

- H. Faculty members assigned responsibility for the supervision of Technical Assistants shall receive one hour of semester contact hour credit toward computing normal load for each 9 hours of such supervision. When necessary, this credit shall be pro-rated (1 hour TA supervision merits 1/9 semester contact hour credit).

A faculty member shall receive compensation for professional supervision of all instructional hours supervised by technical assistants in credit courses, except:

1. Where bona fide supervision is performed directly by a division chairperson, other administrator or adjunct faculty member.
  2. Where supervision responsibility is incorporated into a special workload reduction for program coordination or related purposes.
  3. Where the weekly TA instructional load involves repetitions of similar sections, such that professional supervision is only required for the equivalent of one section or more. This shall not normally apply during the first semester in which a TA is handling a particular course.
- I. Faculty members shall be consulted as to teaching schedules and work assignments prior to such assignments.
- J. Generally, faculty members shall be informed of the courses they are required to teach in the following semester no later than one month prior to that semester.
- K. Faculty members will not be required to teach continuously for more than three consecutive lecture hours or 4.5 consecutive contact hours.

- L. A faculty member shall not be required to teach an 8:00 a.m. class on a day following one in which he taught a class commencing after 6:00 p.m.. Moreover he shall not be required to teach a class continuing beyond 6:00 p.m. on a day in which he is assigned an 8:00 a.m. class.
- M. No faculty member shall be required to teach more than one evening course per semester nor be required to perform duties on weekends. If a required evening course meets on two evenings per week, every effort will be made to provide the faculty member, should he so request, a schedule in the next ensuing semester which involves no evening classes.
- N. All faculty members must work a full normal load, even if an overload (compensated for at the overload rate) is mandated to achieve this normal load. Under exceptional circumstances in order to provide full employment for a faculty member where otherwise it would not exist, the normal load concept will override other provisions of this article. Should an underload still be necessary, the balance of the workload shall be made up either in the next ensuing semester or through a pertinent professional non-teaching assignment.

O. Under no circumstances will a faculty member be required to:

1. Accept any assignment for which he is not academically prepared.
2. Conduct evaluations of student prior learning for Credit-for-Experience.
3. Teach in correctional institutions.
4. Teach on a Small Group Instruction basis.
5. Supervise Independent Study.

P. Overload and summer course teaching assignments shall be offered to faculty members after normal load assignments for full-time staff have been met, and before assignments are offered to part-time (adjunct) employees. Overload and summer teaching opportunities shall be distributed and/or rotated among interested and qualified faculty members as equally as possible.

Q. Full-time faculty members will be limited to a voluntary overload of six (6) semester credit hours per semester during the fall and spring semesters. During the summer session faculty members are limited to nine (9) semester credit hours or their equivalent. Exceptions to the above are subject to the approval of the Division Chairperson up to a maximum of nine (9) semester credit hours during each fall and each spring semester and twelve (12) semester credit hours during the summer session.

- R. Non-teaching faculty members shall work a 35-hour week. Overload and summer counseling or library assignments shall be distributed and/or rotated among interested and qualified faculty members as equally as possible.
- S. Individual faculty members shall not be required to be on campus save when they have assigned responsibilities to perform.
- T. Faculty members shall be compensated for time spent in each instance of voluntarily conducting professional evaluations of student prior learning for Credit-for-Experience and Credit-by-Examination. Compensation shall be at the rate of \$20 per hour, prorated as appropriate. Time involvement is subject to prior agreement between the individual and the designated administrator.

For evaluations conducted by a faculty committee, payment shall be computed according to the equivalent involvement for a single individual, and distributed appropriately.

Opportunities for conducting evaluations shall be distributed among interested and qualified faculty members as equally as possible.

## ARTICLE XIII

### LEAVES

#### A. General Provisions

1. Whenever possible, all applications for leave shall be submitted in writing sufficiently in advance of desired effective dates to provide for processing. Exceptions to this provision may be made in case of illness, death or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
2. At the conclusion of any leave granted to a faculty member, he shall be reinstated to a position equivalent to that held prior to taking the leave, with at least the same salary at which he left. Upon request, prior to the leave, the faculty member may receive clarification of salary adjustment criteria to be applied at its conclusion.
3. A faculty member returning from leave may be required to take a physical examination at college expense.
4. All leave of absence provisions provided by the Teacher's Pension and Annuity Fund, the Public Employee's Retirement System, and the Alternate Benefit Program (TIAA) shall be interpreted from the rules and regulations of same.

B. Paid Leave

1. Sick Leave

- a. Sick leave is occasioned by the absence of an individual from duty because of illness, accident or exposure to contagious disease.
- b. Sick leave shall be earned at the rate of one day for each full-time calendar month of employment completed by the individual in accordance with his particular contract. Unused sick leave shall be cumulative.
- c. Any absences in excess of the cumulative sick leave accrued to an individual and not covered by the sick leave bank shall be taken without pay.
- d. Accumulation of sick leave shall begin as of the first of any month in which an employee is appointed to a position on the professional staff. Service prior to July 1, 1967 on the professional staff of Trenton Junior College may be taken into account in such computation, at the rate of five (5) calendar days for each year of said prior service, up to a maximum of fifty (50) calendar days.

- e. Sick leave shall commence and be recorded from the date of first absence from assigned duties. If a faculty member is absent from a portion of his assigned duties during a week, sick leave will be charged only for those days on which duties were assigned. If he is absent from all assigned duties during a week, five (5) days sick leave shall be charged.
- f. Within a semester, upon request of the faculty member, sick, personal, and bereavement leave shall be applicable to overload as well as normal load assignments. Sick leave will be charged in excess of five (5) days per full week of absence according to the amount of overload involved, at the rate of one (1) extra day per three (3) class hours of overload.
- g. Upon request of the faculty member, sick leave shall be applicable to summer teaching or non-teaching assignments. Sick leave will be charged at the rate of one (1) day per three (3) class hours for summer teaching, and on a day-for-day basis for non-teaching assignments.
- h. If the conditions warrant it, the appropriate dean may require faculty members who are absent to submit proof of illness.

- i. If it is apparent to the President of the College that a faculty member's performance is seriously impeded by a health problem, the Board may require that the faculty member be examined at Board expense. The results of this exam may be used by the Board as the basis for placing the faculty member on sick leave status.
  
- j. Where any absence because of illness exceeds one calendar month, or if an individual wishes to return from having been placed on sick leave by the Board, the individual must present a statement from his physician explaining the nature of his illness and certifying that he is able to return to work. The Board may also require an examination by a physician in its employ or appointed by it, who shall certify that the individual is able to return to work. In cases where there is a conflict of opinion, a third physician, acceptable to the individual and to the President of the College, shall be called in and his or her judgement shall be accepted as conclusive. If the person is judged unable to return to work and has exhausted all his personal sick leave and the sick leave bank benefits, he shall be granted automatically an unpaid leave of absence for the balance of the current academic year.

2. Worker's Compensation

a. A faculty member who is disabled by injury incurred in the performance of his duty will be covered by Worker's Compensation Insurance in accordance with New Jersey statute. No sick leave days shall be charged against the employee under these circumstances.

3. Sabbatical Leave

a. Sabbatical leave supports the professional development of faculty members for the mutual benefit of the College and the individual and may be granted after the completion of any period of six (6) continuous years of service at Mercer County Community College, exclusive of non-sabbatical leaves and since the termination of any previous sabbatical leave. Prior full-time service with Trenton Junior College shall be credited for the purpose of sabbatical leave. Application for such leave may be made by any member of the full-time faculty who is under the age of sixty-five (65) years.

b. Application for sabbatical leave shall be via the form provided by the Board. This form will provide for a statement of proposed activities, projected benefits to the individual and the College, and proposed evaluation guidelines. Leave may be requested for either one-half academic year at up to full salary or one full academic

year at up to one-half salary. Application for such leave for any academic year shall be filed with the College President not later than January 1st of the preceding academic year.

- c. Sabbatical leaves are not for the purpose of offering opportunity for income or for rendering services for compensation in another enterprise or institution. However, this condition does not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar funds for accomplishing the stated purposes of such leaves, provided the applicant shall fully reveal same in his application for sabbatical leave.
- d. The College Personnel Committee shall review applications for sabbatical leave and make recommendations to the President.
- e. The recipient of a sabbatical leave retains use of office space and rights of regular employment (such as but not limited to pension, medical insurance and tenure, within the applicable regulations governing same) as if employment has been uninterrupted.

f. A faculty member who is granted sabbatical leave is expected to return to his duties in the College for at least two (2) years. If he does not return to the service of the College, the entire compensation of the sabbatical leave period must be returned to the College.

g. Upon returning to the College after a sahbatical leave, a full and complete report covering the use of said leave shall be presented to the President.

4. Bereavement Leave

A faculty member will be granted up to three (3) days leave for hereavement for each death in the immediate family. "Members of the immediate family" is understood to mean: husband, wife, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, step-father, step-mother, brother, sister, step-brother, step-sister, grandparent or grandchild. If circumstances warrant it, a faculty member may be granted additional leave.

5. Personal/Emergency Leave

Absence to respond to personal business or emergencies will be allowed up to three (3) days per academic year. This is non-cumulative.

C. Unpaid Leaves of Absence

1. Childbearing

- a. A pregnant faculty member may apply for a leave of absence without pay at least two (2) months prior to the requested commencement of such leave.
- b. A faculty member who has been granted such a leave may return to work as soon as she is physically able. Her return must coincide with the beginning of a semester or another appropriate time, and she must notify the Board of her intention to return at least sixty (60) calendar days prior to the effective date. Normally, she shall return not later than one (1) year from the beginning of the semester following that in which the leave commenced. However, she may apply for an extended leave of up to one (1) additional year.

2. Family Responsibility

- a. A faculty member who adopts a child, assumes the legal responsibility for a family, acquires a family by marriage, or acquires other major family responsibilities requiring extensive personal attention, may apply for a leave of absence without pay at least two (2) months prior to the requested commencement of such leave.

b. A faculty member who has been granted such a leave may return to work as soon as possible. His or her return must coincide with the beginning of a semester or another appropriate time, and he or she must notify the Board of his or her intention to return at least sixty (60) calendar days prior to the effective date. Normally, he or she shall return not later than one (1) year from the beginning of the semester following that in which the leave commenced. However, he or she may apply for extended leave of up to one (1) additional year.

3. Other Unpaid Leaves

The Division Personnel Committee shall review and make recommendations to the President with respect to unpaid leaves of absence for reasons of health, public service, enhancement of professional qualifications through work experience, teaching or service at another institution. A leave may be granted to a faculty member for a period of up to one year renewable for a second year. Upon return from an unpaid leave, the salary shall be at least the same as that which otherwise would have been in effect at the beginning of the leave.

D. Sick Leave Bank

1. The Board will contribute to the sick leave bank one quarter ( $\frac{1}{2}$ ) day per month ( $2\frac{1}{2}$  - 3 days per academic year) for each full-time faculty member.

2. Total sick leave bank accumulations shall not exceed fifteen hundred (1500) days.
3. The Personnel Office shall maintain a record of contributions and withdrawals from the sick leave bank.
4. A faculty member who has completed at least one continuous year of service with the College may present a claim from the sick bank only after all his personal sick leave days are exhausted.
5. Claims may not be made against the bank for illness or injury resulting from a job-connected condition which is being treated under a Worker's Compensation claim.
6. Upon presenting a claim to the sick leave bank, the faculty member or his designated representative must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The Board reserves the right to employ its own licensed physician to render an independent judgement.

Claims validated as above will be honored for the total number of days of absence from work at eighty (80) percent of salary for those who have over five (5) years of continuous service, sixty (60) percent of salary for those who have at least three (3) years of continuous service and forty (40) percent of salary for those who have at least one (1) but less than (3) years of continuous service. No partial days may be claimed.

7. No faculty member may claim more than ninety (90) work days from the bank during a single fiscal year. Nor may a faculty member claim days from the bank during the time when any other disability program (Alternate Benefit Plan, etc.) is in force. Once a faculty member through one illness or a combination of illnesses has used a total of ninety (90) work days during any twelve-month period, he is not eligible for further withdrawals from the bank for period of twelve months of continuous service.
8. Childbearing is considered to be an illness under the terms of this article only during the period in which the faculty member is physically unable to work.

ARTICLE XIV

PERSONNEL FILES

A. Secure and official faculty personnel files shall be maintained in accordance with the following procedure:

1. Security shall be understood to mean that file cabinets are locked and that a register be kept to control access to files. Anyone using a file must sign and date the register. Staff members assigned by the Board shall be charged with responsibility for the security of the file.
2. Administrators must place in the files all available pertinent information indicating competencies, achievements, research, performance or contributions of an academic or professional nature. All such material received from faculty committees, division chairpersons or other responsible sources must be signed and dated by the person(s) originating same and placed in the faculty member's personnel file as soon as possible after origination. Material not conforming to the above criteria with the exception of fringe benefit information shall not be placed in the file.
3. A copy of all material placed in the file by anyone other than himself will be forwarded to the faculty member within three (3) working days of such placement.

4. To help insure the integrity of the file, each faculty member shall be given the opportunity to review the contents of his file at his request. The faculty member must sign the register, and a staff member shall remain in the area to ensure the security of the file.
5. Materials assembled prior to employment which constitute a "Pre-employment File" shall not be made available to the faculty member. This "pre-employment file" shall include such items as:
  - a. Letters of reference and recommendation.
  - b. Placement records which contain references.
  - c. Transcripts restricted by the sending institution.
6. No material will be removed from the official personnel file without immediately notifying the faculty member in writing.
7. A representative of the Association may, at the faculty member's request, accompany said person while he reviews his file.
8. The faculty member has the right to reply in writing to any document which is placed in the file. This reply shall immediately precede the item to which it is a reply.

9. If a faculty member objects to an item or items in his personnel file on the basis of inaccuracy or impropriety, he may present the Director of Personnel Services with a written request that the item(s) be reviewed for removal (or replacement, as appropriate). This request must contain a detailed explanation of the objection and the desired resolution. The Director of Personnel Services will consult with all persons concerned and will provide the faculty member with a final, full and complete, written response within four (4) weeks of receipt of the request. While an item is under review, it shall not be excluded from the file, but a copy of the request for review shall be attached to the document containing the item in question.

## ARTICLE XV

### PRODUCTION AND USE OF INSTRUCTIONAL MATERIALS

#### A. Principles

The Board encourages and desires to support the faculty's efforts to acquire and develop instructional materials which help to improve the teaching/learning process. These principles apply to the development and use of instructional materials:

1. Instructional resource materials are used to advance the basic aims and goals of the course of instruction they are designed to implement.
2. The teaching faculty is free to decide what material is to be presented and how this material may best be assimilated by students, except as limited by Article IV, Section 4.
3. The teaching faculty members who make use of varied instructional materials and resources must abide by the laws and ethical codes applicable to the use of these materials.
4. Each academic division should regularly review instructional materials to insure that they remain pertinent and applicable to current teaching situations.

B. Definition of Instructional Materials

Instructional materials include any of the following:

1. Video and audio recordings.
2. Motion pictures.
3. Slides, transparencies, charts, filmstrips, photographic or similar visual materials, and other graphic materials.
4. Combinations of the above with other materials; e.g. multimedia and other types of instructional packages.
5. Programmed instructional materials, study guides, texts, workbooks, bibliographies, and tests.
6. Computer programs.
7. Three-dimensional materials and exhibits.

C. Policies

1. The Board permits all faculty members to copyright in their own names and to possess all rights of sale or other disposition of instructional materials which were developed through individual effort at no cost to the College. (This includes class notes, study guides, textbooks, etc., which may have

been designed to support teaching responsibilities at the College. It excludes official course outlines and materials produced during instructional development projects for which workload reductions, overload payments, or supplemental contracts were awarded.) The Board retains the right to internal use in College courses (subject to the limitations of Article IV, Section 4C) of copies of such instructional materials, when these copies have been prepared at College expense.

2. If the production of specific instructional materials is subject to any stipulation provided by an outside sponsor (i.e., grant or contract), the Board will inform the faculty member(s) involved at the start of the project. Both the Board and the faculty member(s) will be constrained by the stipulation of the sponsor, as expressed in the grant or contract.
3. Faculty members are responsible for conforming to Board policy regarding the use of materials owned by the Board.
4. If the instructional materials were produced as part of a project for which a workload reduction, overload payment, or supplemental contract was awarded, the ownership and distribution rights are as follows:

- a. Prior to the commencement of the project, the Board and the author(s) shall agree on whether the materials will be Board-owned or jointly-owned.
- b. For Board-owned materials, the copyright will be held by the Board. The Board will solely determine whether the materials will be published, sold, licensed or otherwise distributed. If the Board desires to publish, sell, license or otherwise distribute the materials, the author(s) will receive a 15% royalty based on the selling or licensing price of the materials. If the Board sells the materials to a commercial publisher, the contract shall provide for payment to the author(s) of at least 50% of the publisher's payments to the Board.
- c. For jointly-owned materials, the copyright will be held jointly by the Board and the author(s). Decisions concerning publication, sale, licensure, or other distribution shall be subject to mutual agreement. If publication, sale, licensure, or other distribution is agreed to by the Board, the author(s) will receive a 10% royalty based on the selling or licensing price of the materials. If the materials are to be sold to a commercial publisher, the contract terms shall be subject to mutual agreement between the Board and the author(s).

ARTICLE XVI

TRAVEL

- A. Faculty members teaching courses or conducting other bona fide College activities as part of their normal load shall be paid at the rate paid by the County of Mercer for the extra mileage attributable to such activity. "Extra mileage" is defined as that mileage over and above the mileage normally driven by the faculty member to and from his home to his primary work location.
- B. If a faculty member is required to travel on authorized College business which may include academic conferences and professional meetings, he will be reimbursed for his expenses. Authorized use of his personal vehicle will be at the rate indicated above.
- C. Faculty members are not required to transport students in the faculty member's personal vehicle.

ARTICLE XVII

TENURE

- A. Tenure in Mercer County Community College is established by law, and shall be administered accordingly.
- B. An academic year, for the purpose of this section, means the period between the time school opens after the general summer vacation until the next succeeding summer vacation.
- C. Tenure in New Jersey colleges is provided by title 18A:60-1 as supplemented by Assembly A-328 which presently provides as follows:
  1. This act shall be known and may be cited as "The State and County College Tenure Act."
  2. As used in this act, the following words and phrases shall have the following meaning:
    - a. "Academic rank" means instructor, assistant professor, associate professor, and professor.

- b. "Faculty member" means any full-time member of the teaching staff appointed with academic rank, pursuant to rules promulgated by the State Board of Higher Education, other full-time professional persons shall be considered faculty members if they concurrently hold academic rank.
3. Faculty members shall be under tenure in their academic rank but not in any administrative position, during good behavior, efficiency and satisfactory professional performance, as evidenced by formal evaluation and shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of article 2 of chapter 6 of Title 18A of the New Jersey Statutes, after employment in such college or by such board of trustees for:
- a. 5 consecutive calendar years; or
- b. 5 consecutive academic years, together with employment at the beginning of the next academic year; or
- c. the equivalent of more than 5 academic years within a period of any 6 consecutive academic years.

4. Notwithstanding the provisions of section 3 of this act a board of trustees may, as an exceptional action and upon the recorded two-thirds majority roll call vote of all its members and upon the recommendation of the president, grant tenure to an individual faculty member after employment in such college or by such board of trustees for 2 consecutive academic years. The provisions of this section shall not be negotiable as a term and condition of employment under the "New Jersey Employer-Employee Relations Act," P.L. 1968, c.303.
5. Under guidelines established by the State Board of Higher Education it shall be the responsibility of the board of trustees and the president of each State and county college, in conjunction with their faculty to establish a formal procedure for the career development of all members of the professional staff including, but not limited to, a systematic and regular evaluation for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.
6. The provisions of section 3 of this act shall not apply to any faculty member who shall have acquired tenure prior to the second day of the 1973-74 school year.

7. Any nontenured faculty member presently employed by a State or county college or who begins employment in the 1973-74 school year may elect to be included under the provisions of N.J.S. 18A:60-1 or the provisions of section 3 of this act. On or before November 1, 1973, or within 60 days of employment each nontenured faculty member at a State or county college shall notify the college president in writing of his intention to be governed under the provisions of N.J.S. 18A:60-1 or the provisions of section 3 of this act. Any faculty member not filing a written notice in the prescribed manner shall be governed under the provisions of section 3 of this act.
8. The provisions of section 3 of this act shall apply to all faculty members beginning their employment after the 1973-74 school year.
9. Members of the professional staff not holding faculty rank may be appointed by a board of trustees for 1 year terms; provided, however, that after employment in a college for 5 consecutive academic years, such employees may be offered contracts of no more than 5 years in length. During the period of such contracts, such employees shall be subject to dismissal only in the manner prescribed by subarticle B of Article 2 of chapter 6 of Title 18A of the New Jersey Statutes, and must be notified by the president not later than 1 year prior to the expiration of such contracts of the renewal or nonrenewal of the contract.

10. This act shall apply to full-time faculty members employed in any State or county college notwithstanding the provisions of N.J.S. 18A:60-1, 18A:64-21 and 18A:64A-13.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process hereinafter set forth will be the sole method used for the resolution of grievances.

#### B. Definitions

##### 1. Grievance

A "grievance" is an allegation by a faculty member or the Association that there has been a misinterpretation, misapplication or violation of this Agreement, or of college policy or procedure related to terms and conditions of employment but not included in this Agreement.

##### 2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the allegation.

##### 3. Working Day

A working day is any week day (Monday - Friday) of the academic year except for those days when faculty members are not required to be on campus i.e., official College holidays, Christmas recess, Spring recess, etc. The aggrieved person reserves the right to initiate in the Fall any grievances which occur after the Spring semester.

C. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Any grievance not advanced to the next step by the employee or his representative within the time limit for that step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

D. Steps

1. Informal - Division Chairperson or Immediate Supervisor

A faculty member with a grievance shall first discuss it with his Division Chairperson or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

2. Level One - Dean of his Representative

If the grievance is not resolved at the informal step, the faculty member or his representative may within thirty (30) working days from the date on which the action which is the subject of the grievance took place or the date when the individual faculty member should have known of its occurrence

submit a written statement of the grievance to the appropriate Dean. This statement of grievance must specify the ground or grounds for the grievance and the remedy requested. If during the processing of the grievance at level one the grievant discovers further violations, misinterpretations or missapplications of this Agreement which directly relate to the grievance, these may be incorporated through an amended statement of grievance.

The Dean or his representative shall conduct a hearing within ten (10) working days of the receipt of the statement of grievance. The Dean or his representative shall respond with a written decision within ten (10) working days of such hearing(s).

3. Level Two - President or his Representative

- a. If the grievance is not resolved at level one, the faculty member or his representative may file the grievance with the President providing he or his representative do so within ten (10) working days of receipt of the decision at step one.
  
- b. The President or his representative shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or his representative shall respond in writing to the grievant or his representative within ten (10) working days of such hearing.

c. Level two is the final step to which a grievance related to reappointment, tenure or promotion, or any grievance concerning a matter not included in this Agreement, may be advanced.

4. Level Three - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within twenty (20) working days after the decision by the President, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty-five (25) working days after receipt of the decision rendered at Level Two.

b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedure of the American Arbitration Association to the selection of an arbitrator.

c. Decisions of the Arbitrator with respect to grievances based on alleged misapplications, misinterpretations, or violations of Article XII, Faculty Workload, shall be advisory.

d. Decisions of the Arbitrator with respect to all other grievances (exclusive of D-3c and D-4c above) shall be binding.

E. Duties of the Arbitrator

1. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than (20) working days from the closing date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this agreement have occurred.

3. The arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters specified in D-3c above.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Rights of Faculty Members to Representation

1. Faculty Member and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at levels one, two and three of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any college employee, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the President or his representative and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

4. Availability of Information

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

5. Withdrawal of a Grievance

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Association the grievance affects the welfare of the faculty, the grievance procedure may be continued as a grievance of the Association. The withdrawal of a grievance shall not constitute a precedent which might affect any similar case(s) nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

ARTICLE XIX

ACADEMIC FREEDOM

The Board recognizes that academic freedom is essential to the free search for truth and its exposition.

The parties agree to the following provisions relating to academic freedom:

- A. A faculty member is a citizen, and a member of a learned profession. When he speaks, writes, or acts as a citizen, he is free from College censorship and discipline, but has the obligation to indicate that he is not a College representative unless so authorized, because the public may judge his profession and the College by his words and actions.
- B. A faculty member is free in research and publication, where these activities do not interfere with his responsibilities to the College.
- C. A faculty member is free in the classroom to discuss controversial issues relating to his subject but is obligated to be aware of his potential influence on the opinions and values of his students and of his responsibility for achievement of the course objectives.

ARTICLE XX

REGISTRATION

During registration and late registration, faculty members' involvement shall be limited to non-clerical functions. Schedules for assignments shall be developed by the Division Chairperson with the advice of senior faculty and with senior faculty given priority in assignment. Faculty members teaching Summer session classes shall handle divisional registration duties for those sessions.

Faculty members teaching modular session courses shall handle divisional registration duties for those sessions, except when this conflicts with teaching schedules. If other faculty members are assigned to such duties, they shall receive compensatory time.

ARTICLE XXI

PROFESSIONAL IMPROVEMENT

- A. When scheduling assignments, the Division Chairperson shall consider the needs and desires of faculty members to further pursue their formal education. Assignments shall accommodate this pursuit providing the other qualified faculty members in the division are available and are not compelled to take unreasonable schedules as a result.
- B. The Board may authorize a faculty member to attend academic conferences, professional meetings, improvement of instruction workshops offered by educational institutions or other organizations designed to increase the faculty member's value to the Board. In such cases, the College will reimburse the faculty member for all expenses incurred.
- C. In addition, the Board may authorize a faculty member to attend at his own expense other activities related to his role at the College.

ARTICLE XXII

ADVISEMENT RESPONSIBILITIES

- A. A teaching faculty member's normal workload includes academic advisement. The Board will attempt to assign student advisees equally to teaching faculty members. Academic advisement consists of offering assistance and advise related to academic matters: difficulties with studies, course selection, and course withdrawal.
- B. The Board accepts the responsibility for providing teaching faculty members with such current student data and policy and procedure information as are necessary for the advisement process. Teaching faculty members accept the responsibility for using such data and information properly.
- C. Faculty members will not be held responsible for the decisions made by students after proper advisement has occurred.

ARTICLE XXIII

APPLICATION OF PROVISIONS OF AGREEMENT

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the Board shall clearly exemplify that there is no discrimination in the training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, marital status, or other aspects of personal lifestyle unrelated to professional responsibilities.
- D. Copies of this Agreement shall be duplicated at the expense of the Board within Thirty (30) days after the Agreement is signed and presented to all faculty now employed or hereafter employed.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

M. C. Keith Jones  
Director of Personnel Services  
Mercer County Community College  
P.O. Box B  
Trenton, New Jersey 08690

Dr. Francis Sakiey  
President, MCCC Faculty Association  
Mercer County Community College  
P.O. Box B  
Trenton, New Jersey 08690

This Agreement has been duly ratified by the Mercer County Community College Faculty Association and by the Board of Trustees of Mercer County Community College.

John P. Hanley, President  
Mercer County Community College

ATTEST:

M. C. Keith Jones

D. David Conklin

Francis A. Sakiey, President  
MCCC Faculty Association

ATTEST:

W. David Crawford

Arthur E. Schwartz

William C. Reynolds

Jack Mars

Dated \_\_\_\_\_